POWER OF ATTORNEY BY ASSIGNEE

The undersigned assignee of the entire interest in application for Letters Patent for the invention entitled **MEMS MIRRORS WITH PRECISION CLAMPING MECHANISM** for which application for letters patent is filed concurrently herewith.

by virtue of an Assignment recorded in parent application Serial No.: 09/834,944 herewith hereby appoints:

Joshua D. Isenberg Reg. No., 41,088, Practitioners at Customer Number **27652**

as its agents to prosecute the attached application and to transact all business in the Patent and Trademark Office connected therewith, said appointment to be to the exclusion of the inventor(s) and their attorney(s) in accordance with the provisions of Rule 32 of the Patent Office Rules of Practice.

Please direct all communication relative to said application to the following correspondence address:

Joshua D. Isenberg

204 Castro Lane Fremont, CA 94539 tel: (510) 896-8328 fax: (510) 360-9656

I am duly authorized to sign this instrument on behalf of assignee corporation. I hereby declare that, to the best of my knowledge and belief, title is in the assignee herein, and I affirm review of the Assignment document concurrently submitted and believe that the attached application has been assigned to assignee herein and that assignee therefore has the right to make this Power of Attorney and Exclusion of Inventor(s).

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

ASSIGNEE: ONIX MICROSYSTEMS, INC.

4138 Lakeside Drive Richmond, CA 94806

Official Author	ized to Act on Behalf of Assignee:	
Signature:	Imfbod	8/16/0
Name:	Limttood	Date
Title:	VP Engy.	

STATEMENT UNDER 37 CFR 3.73(b)

Applicant:	Murali Chaprala, et al	-	
Application No.:	not yet assigned	, Filed:	(herewith)
Entitled: MEMS	S MIRRORS WITH PRECI	SION CLA	MPING MECHANISM
ONIX MICRO (Name of Assignee)	OSYSTEMS, INC, a (Type of As agency, etc.	corporatio	n pration, partnership, university, government
states that it is:	Lg 5, 5	,	
2. an a by vi	irtue of either: A. [X] An assignment from the inve	est in the pate entor(s) of the corded in the F	ent application/patent identified above patent application/patent identified Patent and Trademark Office at Reel
	DR B. [] A chain of title from the inver	ntor(s), of the p	patent application/patent identified
	above, to the current assignee	as shown belo	w:
	To:		
	The document was recorde		at and Trademark Office at or which a copy thereof is attached.
	2. From:	, OI 1	
	To: The document was recorde		
	Reel, Frame _	, or f	or which a copy thereof is attached.
	3. From:		
	To: The document was recorde	ed in the Pater	t and Trademark Office at
	Reel , Frame	, or f	or which a copy thereof is attached.
			e listed on a supplemental sheet. in the chain of title are attached.
	[NOTE: A separate copy (i.e., t	he original ass	ignment document or a true copy of the
			gnment Division in accordance with 37 and in the records of the PTO. See MPEP
	302-302.8]		
The undersigned (whose title is supplied below) is em	powered to sig	n this statement on behalf of the
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O f0 0 Date	Signature	- Apr	
Date	-		
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	Typed or printed	a name	



ASSIGNMENT

Attorney Docket No: ONX-115A

THIS ASSIGNMENT, by

BEHRANG BEHIN. MICHAEL J. DANEMAN. CHUANG-CHIA LIN. BORIS KOBRIN. MURALI CHAPARALA. AND GARY ZALEWSKI

(hereinafter referred to as the Assignors). residing at Berkeley, California, Pacifica, California, San Pablo, California, San Francisco, California, Vancouver, Washington, and Oakland, California respectively, witnesseth:

WHEREAS, said Assignors have invented certain new and useful improvements in

MEMS Mirrors With Precision Clamping Mechanism
for which application for Letters Patent Serial No. 09/834,744 as filed on April 12, 2001 and for which application for
Letters Patent has been executed on
WHEREAS.
ONIX MICROSYSTEMS, INC.
(hereinaster referred to as the Assignee), a body having corporate powers under the laws of the state of CALIFORNIA, RICHMOND, CALIFORNIA 94806, is desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon;
WHEREAS, said Assignors and said Assignee have executed an agreement entitled "Agreement Concerning Rights in Invention."
NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations, the receipt of which is hereby acknowledged:
1. The Assignors have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in, to and under said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said application; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignee for its own use and behoove to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made.

- 2. Said Assignors hereby jointly and severally warrant and represent that, at the time of execution and delivery of these presents, said Assignors are the joint and lawful owners of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same have not entered into any assignment, contract or understanding in conflict herewith.
- 3. Said Assignors hereby jointly and severally covenant and agree to assist and cooperate with said Assignee, whereby said Assignee may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignors in lending such assistance and cooperation be paid by Assignee Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for filing or prosecuting in the United States or any foreign country said application, any application which is a division, continuation or continuation-in-part of said application, any reissue application for any Letters Patent granted on said application or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said



inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.

- 4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignors, their heirs, legal representatives and assigns.
- 5. The terms, covenants and conditions of this Assignment are subject to the payment of royalty by Assignee to Assignors in accordance with the provisions of said Agreement Concerning Rights in Invention
- 6. Said Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignee as the assignee of said inventions.

IN WITNESS WHEREOF said Assignors have executed and delivered this instrument on the respective dates noted below.

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Date: 6/28/01 13h 1	BEHRANG BEHIN
	BEHRANG BEHIN
State: California County: Centra Costa	-
Subscribed and sworn to before me on this <u>28</u> day of	June , 20 01
JILL BARADO Commission # 1290229 Notary Public - California Contra Costa County My Contra, Expires Apr 1, 2005	Notary Public
	/// /
Date: 6/22/01 /// ///	dan
——————————————————————————————————————	MICHAEL J. DANEMAN
State California County: Contra Costa	- -
Subscribed and sworn to before me on this \mathcal{P} day of	Ine , 20 01
ALL BARADO Contentacion & 1290228 Notary Public - Cuttoreta Contra Costa County My Corrent, Expires Apr 1, 2006	Notary Public

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	Date: 6/27/2001 2 Erworm
	State: California County USINTRA COSTA
	Subscribed and sworn to before me on this 27 day of June , 20 0/
	Comprise 299228 Matchy Put. alifornia Contra Co.: Jounty My Comm. Expir. of 1, 2005
	Barado
	Notary Public
	Date: 06. 20.01 PODIS OPPIN
	DOMS RODAIN
The state of the s	State California County: Contra Costa
	Subscribed and sworn to before me on this 20 day of 300 day of 300 200
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	Notary Public
	./ / / 1
	Date: 06-22-2001 Muralkashan MURALI CHAPARALA
	MURALI CHAPARALA
	State: California county: Contra Cost
	Subscribed and sworn to before me on this 22 day of 300
	Contra Costa County My Comm. Expires Apr 1, 2005 JILL BARADO Commission # 1299226 Notary Public - California Contra Costa County My Comm. Expires Apr 1, 2005

Notary Public

Date: JUNE 21	2001			
_			GARY ZALEV	VSKI
State: California	County. Con	McCostu.		
Subscribed and swor	n to before me on th	is 2 day of	June	, 20 <u>() </u>
	JILL BARADO	4		
	Commission # 1299226 Notary Public - California			
	Contra Costs County ly Comm. Expires Apr 1, 20	26	_	
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